



MEMORANDUM

GOE

AGENDA ITEM NO. 2 (J)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE:

December 9, 2003

FROM: George M. Burgess
County Manager

SUBJECT: FEMA Secondary Canal Dredging
Project, Change Order Number One,
Project Number C02-DERM-EEC
Contract Number CF002180 for
American Environmental
Contractors, Inc.

The attached **Change Order Number One** and final of a contract between **American Environmental Contractors, Inc.** and Miami-Dade County has been prepared by the Department of Environmental Resources Management (DERM) / Division of Recovery and Mitigation (DORM) and is recommended for approval.

CHANGE ORDER No.:

One

PROJECT No.:

C02-DERM-EEC

CONTRACT No.:

CF002180 – Melrose Canal Dredging Project

PROJECT LOCATION:

Melrose Canal Dredging Project – Runs from Miami River Canal to NW 67th Avenue (Ludlum Road), and is located in the City of Miami Springs.

PROJECT DESCRIPTION:

Canal dredging to be performed based on the discovery phase of the No-Name Storm. Program is funded by Federal Emergency Management Agency (FEMA), Florida Department of Community Affairs (FDCA) and Miami-Dade County. DORM's Contract and Specifications Group issued bidding notices to pre-qualified contractors under the C02-DERM-EEC Contract. The project involved the following: the removal of sediment and debris deposited in selected secondary canals maintained by Miami-Dade County using appropriate equipment and personnel; the restoration of degraded canal embankments; the provision of comprehensive traffic control in accordance with all federal, state, and local laws; the disposal of sediment and debris at approved disposal areas in accordance with all federal, state, and local laws; and maintain project records in accordance with generally accepted accounting standards to facilitate audit and inspection.

PRIME CONTRACTOR:	American Environmental Contractors, Inc.
COMPANY PRINCIPAL:	George Munne, President
CERTIFIED AS COMMUNITY SMALL BUSINESS ENTERPRISE (CSBE) AT TIME OF AWARD:	Yes
COMPANY QUALIFIER:	Durant Thomas William
LOCATION OF COMPANY:	900 Stillwater Drive, Miami Beach, Florida 33141
YEARS IN BUSINESS:	Six (6) years
CSBE MEASURE AT AWARD:	No measures
CURRENT CSBE STATUS:	N/A
PREVIOUS CONTRACTS WITH COUNTY DURING THE PAST FIVE YEARS:	Four
ORIGINAL COST ESTIMATE:	\$942,540.20
ORIGINAL CONTRACT AMOUNT:	\$942,540.20 (See Exhibit "B" Summary of Bids received on Monday August 5, 2002)
CONTINGENCY FUND USAGE (WHEN CHANGE ORDER WAS INITIATED):	Beginning Balance: \$ 50,000.00 Total Amount Used: \$ 53,000.00
CONTINGENCY FUND USAGE (TO DATE):	Total Amount Used: \$ 53,000.00 Ending Balance: (\$ 3,000.00)
PREVIOUS CHANGE ORDER:	None
CHANGE ORDER RECOMMENDATION:	The purpose of this Change Order is to increase the Contract amount by (+) \$725,070.28 and to add four (4) new items to the Contract.

**CLASSIFICATION FOR
CHANGE ORDER:**

- ☐ Regulatory Change
- ☐ Other Agency Request Change
- ☐ Design Errors Change
- ☒ Design Omission Change
- ☐ County Requested Change
- ☒ Unforeseen/Unforeseeable Change
- ☐ Other: To increase the contract amount by 10% in accordance with the Expedite Ordinance.

**JUSTIFICATION FOR
CHANGE ORDER:**

All work related to this contract was completed by the project completion date. Quantities were found beyond those surveyed in the original design. It was found to be more cost and time effective to have the lowest responsible and responsive bidder who was already mobilized to complete the dredging of these additional quantities using the lowest contract unit rates, which were not affected by the increase or decrease of contract quantities.

This Change Order Number One and Final is to increase the contract amount by (+) \$725,070.28 (77% increase) and to add four (4) new items to the Contract. This project was one of nineteen (19) canals originally assigned to the South Florida Resource Conservation and Development Council (SFRC&D), Incorporated, and they managed the design and preparation of certified engineering drawings to determine sediment volume quantities scheduled for dredging and disposal. C.A.P. Engineering Consultants, Inc. was contracted by the SFRC&D to prepare and design pre-dredged engineering drawings and sediment volumetric studies. Upon contract commencement, it became evident that the sediment dredging estimates provided by SFRC&D were substantially lower than existing quantities in the canal. The amount of sediment to be removed increased from 9,657 cubic yards to 13,781.60 cubic yards (a 43% increase). This increase in canal sediments caused additional dredging, transportation, overhead, insurance and bonds and disposal (tipping fees) charges, thus the 77% overall contract increase.

In addition, four (4) new pay items (items 18 through 21) such as: tree removal, floating vegetation removal, limited night time work, and riprap construction work was required in order to complete the project.

Copies of DBD's Firm History Report (Exhibit "A"), Summary of Bids (Exhibit "B"), Detail of Contingency and Contract Usage and Supplement Table (Schedule "C") are attached with this memorandum.

**ADJUSTED CONTRACT
AMOUNT INCLUDING THIS
CHANGE ORDER:
PERCENTAGE OF INCREASE
OR DECREASE OF THIS CHANGE
ORDER (FROM ORIGINAL
CONTRACT AMOUNT):**

\$1,667,610.48

(+) 77%

**PERCENTAGE OF INCREASE
OR DECREASE OF THIS
CHANGE ORDER (FROM
PREVIOUSLY ADJUSTED
CONTRACT AMOUNT):**

Not Applicable

**TOTAL PERCENT INCREASE
OR DECREASE FROM ORIGINAL
CONTRACT AMOUNT:**

(+) 77%

CONTRACT TIME:

Two hundred and ten (210) days

NOTICE TO PROCEED DATE:

December 4, 2002

**ORIGINAL CONTRACT
COMPLETION DATE:**

July 2, 2003

**TIME EXTENSION ON PREVIOUS
CHANGE ORDER(S):**

Not Applicable

**TIME EXTENSION (THIS
CHANGE ORDER:**

Not Applicable

REVISED COMPLETION DATE:

Not Applicable

USING AGENCY:

Department of Environmental Resources Management

MANAGING AGENCY:

Department of Environmental Resources Management

FUNDING SOURCE:

Federal Emergency Management Agency, State of Florida,
and Miami-Dade County.

FUNDING SOURCE:

Federal Emergency Management Agency, State of Florida,
and Miami-Dade County.

**ALLOWANCES/CONTINGENCY
ORDINANCE No. 00-65**

Original Contingency Allowance only represented 5.31%
of the Contract Amount. Since this is a final change order,
the contingency line Item 45, will be zero (0) dollars, as all
charges against contingency line Item are reflected as new
items.

**APPROVED FOR LEGAL
SUFFICIENCY:**

Yes

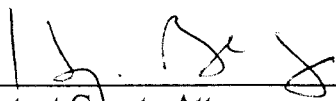
**DEPARTMENT OF BUSINESS
DEVELOPMENT REVIEW:**

Yes

EXPEDITE ORDINANCE NO. 00-104:

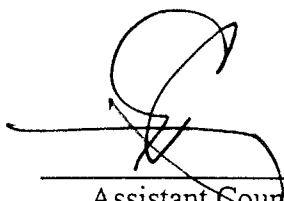
No

**APPROVED AS TO LEGAL
SUFFICIENCY:**



Assistant County Attorney

Date: 12/1/03



Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: January 20, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- _____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- _____ 6 weeks required between first reading and public hearing
- _____ 4 weeks notification to municipal officials required prior to public hearing
- _____ Decreases revenues or increases expenditures without balancing budget
- _____ Budget required
- _____ Statement of fiscal impact required
- _____ Bid waiver requiring County Manager's written recommendation
- _____ Ordinance creating a new board requires detailed County Manager's report for public hearing
- _____ Housekeeping item (no policy decision required)
- _____ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION APPROVING CHANGE ORDER NO. ONE AND FINAL TO THE CONTRACT WITH AMERICAN ENVIRONMENTAL CONTRACTORS INC., FOR CANAL REPAIR, RESTORATION, AND SEDIMENT HANDLING, PROJECT No. C02-DERM-EEC (DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT CONTRACT NO. CF002180)

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds in the best interest of the County to approve Change Order Number One and Final, for Canal Repair, Restoration, and Sediment Handling, Project No. C02-DERM-EEC (Miami-Dade County Department of Environmental Resources Management Contract Number CF002180), with American Environmental Contractors, Inc., adding four (4) new pay items, in substantially the form attached hereto and made a part hereof; and authorizing the County Manager to execute same for and on behalf of the County.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

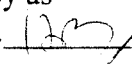
Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto

Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrin D. Rolle
Rebeca Sosa

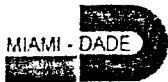
The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

By: _____
Deputy Clerk



MIAMI-DADE COUNTY CHANGE ORDER TO ORIGINAL CONTRACT

CHANGE ORDER NO. ONE PROJECT NO. C02-DERM-EEC CONTRACT NO. CF002180 DATE: _____

PROJECT TITLE: CANAL REPAIR, RESTORATION AND SEDIMENT HANDLING

TO CONTRACTOR: American Environmental Contractors, Inc.

YOU ARE HEREBY REQUESTED TO MAKE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Increase contract amount by (+)\$725,070.28

JUSTIFICATION: The purpose of this Change Order is to increase the contract amount by (+) \$725,070.28 and to add four (4) new items to the Contract.

Contractor hereby waives and releases the County of any and all liability for claims, additional costs, and any request for additional time arising out of the fulfillment of this contract and change order, from the date of contract award to and including execution of this change order.

SUMMARY OF CONTRACT AMOUNT

ORIGINAL CONTRACT AMOUNT

COST OF CONSTRUCTION CHANGES PREVIOUSLY ORDERED	\$942,540.20
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	\$0.00
COST OF CONSTRUCTION CHANGES THIS ORDER	\$942,540.20
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	\$725,070.28
	\$1,667,610.48

PERCENT INCREASE, THIS CHANGE ORDER 77%

TOTAL PERCENT INCREASE TO DATE 77%

EXTENSION OF CONTRACT TIME ALLOWED BY THIS CHANGE N/A CALENDAR DAYS TO N/A

CERTIFYING STATEMENT: I hereby certify that the supporting cost data included is, in my considered opinion, accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under the benefit of competitive bidding.

COUNTY ATTORNEY'S OFFICE

SIGNATURE OF CONSULTING ARCHITECT OR ENGINEER

TO BE FILLED OUT BY DEPARTMENT INITIATING CHANGE ORDER

ENVIRONMENTAL & RESOURCES

MANAGEMENT (DERM)
DEPARTMENT

HDDREPDRAIN
FUNDS BUDGETED CODE

CERTIFIED BY (FIN. DIV.)

ACCEPTED BY: Jacquelin Mera 10/8/03 APPROVED [Signature] [Signature] DATE DATE

CONTRACTOR'S SIGNATURE

DATE

BUDGET DIRECTOR'S SIGNATURE

DATE

International Fidelity Insurance Company

Michael A. Holmes, Surety's Signature
Attorney-In-Fact & Florida Resident Agent

MIAMI-DADE COUNTY, Florida
By its BOARD OF COUNTY COMMISSIONERS

RECOMMENDED: [Signature] 11/5/03 By: _____
DEPARTMENT CHIEF DATE COUNTY MANAGER

APPROVED: [Signature] 11/5/03 ATTEST: _____
DEPUTY DIRECTOR DATE

APPROVED: [Signature] 11-5-03 By: _____
DEPARTMENTAL DIRECTOR DATE DEPUTY CLERK

APPROVED: _____ DATE _____ APPROVED: _____ DATE _____
Department of Business Development Capital Improv. Const. Coord. (CICC)

Prepare in Sets. (6 copies) Retain gold copy. Forward all other copies to Budget Department. Upon approval, Budget will forward all copies to the County Manager. County Manager will forward all copies to Clerk of the Board. Clerk of the Board will make final distribution. Supplemental 105.01-15 to be used for submitting detailed estimate. 105.01-14 Rev. 12/89 Metro-Dade/GSA-Mat. MGT.

ALL COPIES MUST BE SIGNED

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

SHAWN ALAN BURTON, MICHAEL A. HOLMES, GERALD J. ARCH

Fort Lauderdale, FL.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 31st day of August, A.D. 1998.

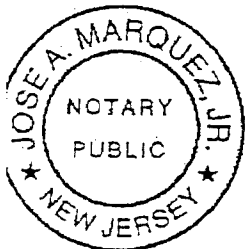
STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Signature]
Secretary

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2005

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of October 2003

[Signature]
Assistant Secretary



MIAMI DADE COUNTY

Firm History Report
(excluding A&E)

From: N/A To: N/A

FIRM NAME: AMERICAN ENVIRONMENTAL CONTRACTORS, INC.
920 Stillwater Dr
Miami Beach, FL 33141-0000

PRIMES

EXHIBIT "A"

PROJECT #	CONTRACT	DEPT.	MEASURES	AWARD DATE	AWARD AMOUNT	PAID TO PRIME AS OF	REQ TO DATE	DATE REPORTED	SUBCONTRACTORS
RFQ A/HMRC-03-00	1	AV		01/25/2002	\$2,525,000	\$0	03/31/2002		
					\$2,525,000				
CF002180	1	DE		11/05/2002	\$942,540				
MELROSE CANAL DREDGING PROJECT					\$942,540				
CF002440	1	DE		11/12/2002	\$693,383				
REAL SITE CANAL DREDGING PROJECT					\$693,383				
CF002460	1	DE		02/04/2003	\$489,464				
SW 92 AVE CANAL DREDGING PROJECT					\$489,464				
Total Award Amount					\$4,650,387				
Total Change Orders Approved by BCC					\$0				
Total Change Orders Pending					\$0				
					\$4,650,387				

EXHIBIT "B"

Bid Tabulation

Description	Quantity	Unit	AMERICAN ENVIRONMENTAL		URS CORPORATION		SHAW ENVIRONMENTAL		SUBAQUEOUS SERVICES		SHORELINE FOUNDATION	
			Units	Total	Unit Rate	Total	Unit Rate	Total	Units	Total	Unit Rate	Total
Dredging Sediment	9,657	CY	35.00	337,985.00	32.00	308,024.00			40.00	386,280.00	48.00	463,536.00
Dredging Sediment (Shaw Environmental FEMA 255)	3,989	CY					51.10	203,837.90				
Dredging Sediment (Shaw Environmental FEMA 256)	5,668	CY					49.45	280,282.60				
Maintenance of Traffic (MOT)	2	LS	6,000.00	16,000.00	29,500.00	59,000.00	14,330.00	28,660.00				
Maintenance of Traffic (MOT) (FEMA 255)	1	LS							5,000.00	5,000.00	20,000.00	20,000.00
Maintenance of Traffic (MOT) (FEMA 256)	1	LS							6,000.00	6,000.00	27,000.00	27,000.00
lane site Staging Area	1	LS	12,000.00	12,000.00	40,200.00	40,200.00	99,638.00	99,638.00	50,000.00	50,000.00	45,000.00	45,000.00
Cutting, Chipping, and Clearing of Overhanging Vegetation	60	HR			155.00	9,300.00			200.00	12,000.00	250.00	15,000.00
Cutting, Chipping, and Clearing of Overhanging Vegetation (FEMA 255)	30	HR	500.00	15,000.00			169.89	5,096.70				
Transportation of Wet Sediment from FEMA 255 to an On-site staging Area	3,989	CY	3.00	11,967.00	6.80	27,125.20	0.00	0.00	10.00	39,890.00	20.00	79,780.00
Transportation of Wet Sediment from FEMA 256 to an On-site staging Area	5,668	CY	3.00	17,004.00	6.80	38,542.40	0.00	0.00	10.00	56,680.00	20.00	113,360.00
Transportation and Disposal of Dry sediments from the On-site staging area to landfill. Trucks with a capacity of cubic yards	6,036	TON	4.70	28,369.20			9.90	59,756.40	7.00	42,252.00	20.00	120,720.00
Transportation and Disposal of Dry sediments from the On-site staging area to landfill. Trucks with a capacity of cubic yards (URS FEMA 255)	2,493	TON			5.25	13,088.25						
Transportation and Disposal of Dry sediments from the On-site staging area to landfill. Trucks with a capacity of cubic yards (URS FEMA 256)	3,543	TON			6.75	23,915.25						
Tipping Fee to dispose Dry Sediment from On-site staging area to Landfill Facility. Trucks with capacity of cubic yards	6,036	TON	30.00	181,080.00	49.30	297,574.80	42.93	259,125.48	60.00	362,160.00	30.00	181,080.00
Transportation and Disposal of non-soil type materials from FEMA 255 to landfill facility. Trucks with capacity of cubic yards.	100	TON	100.00	10,000.00	7.50	750.00	9.90	990.00	7.00	700.00	100.00	10,000.00
Transportation and Disposal of non-soil type materials from FEMA 256 to landfill facility. Trucks with capacity of cubic yards.	100	TON	100.00	10,000.00	7.50	750.00	9.90	990.00	7.00	700.00	100.00	10,000.00
Tipping Fee to dispose non-soil type materials to Landfill Facility	200	TON	100.00	20,000.00	49.30	9,860.00	42.93	8,586.00	60.00	12,000.00	35.00	7,000.00
Type 1 Bank Restoration												
Sodding	1,000	SY	25.00	25,000.00					7.00	7,000.00	13.00	13,000.00
Sodding (FEMA 255)	844	SY			5.00	4,220.00	8.59	7,249.96				
Sodding (FEMA 256)	156	SY			7.50	1,170.00	8.70	1,357.20				
Compacted Topsoil	93	CY	150.00	13,950.00	120.00	11,160.00			20.00	1,860.00	150.00	13,950.00

Metrose Canal
Repair and Sediment Handling
CF002180

Bid Tabulation

Description	AMERICAN ENVIRONMENTAL			URS CORPORATION			SHAW ENVIRONMENTAL			SUBAQUEOUS SERVICES			SHORELINE FOUNDATION		
	Quantity	Unit	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Unit Rate	Total	Total
Compacted Topsoil (Shaw Environmental FEMA 255)	59	CY					197.88	11,674.92							
Compacted Topsoil (Shaw Environmental FEMA 256)	34	CY					80.09	2,723.06							
Type 2 Bank Restoration															
Sodding	100	SY	25.00	2,500.00	5.00	500.00	8.59	859.00	7.00	700.00	13.00	1,300.00			
Remove Overburden Material, Replace with compacted Topsoil	60	CY	150.00	9,000.00	135.00	8,100.00	37.10	2,226.00	25.00	1,500.00	200.00	12,000.00			
Type 3 Bank Restoration															
Sodding (URS FEMA 255)	1,489	SY	25.00	37,225.00			8.59	12,790.51	7.00	10,423.00	13.00	19,357.00			
Sodding (URS FEMA 256)	578	SY			5.00	2,890.00									
Sodding (URS FEMA 256)	911	SY			7.50	6,832.50									
Backfill and furnish wrap Type 1 material	365	CY			140.00	51,900.00									
Backfill and furnish wrap Type 1 material (FEMA 255)	142	CY	150.00	21,300.00											
Backfill and furnish wrap Type 1 material (FEMA 256)	243	CY	50.00	12,150.00											
Construction and Restoration of On-site Staging Area	1	LS	0.00	0.00	83,222.60	83,222.60	41,852.00	41,852.00	100,000.00	100,000.00	65,000.00	65,000.00			
Turbidity Curtains Including Maintenance and Removal	400	LF	10.00	4,000.00	10.00	4,000.00	35.50	14,200.00	10.00	4,000.00	36.00	14,400.00			
Contingency Allowance	2	LS	25,000.00	50,000.00	25,000.00	50,000.00	25,000.00	50,000.00	25,000.00	50,000.00	25,000.00	50,000.00			
Mobilization and Demobilization	2	LS	15,000.00	30,000.00			8,013.00	16,026.00							
Mobilization and Demobilization (FEMA 255)	1	LS			28,750.00	28,750.00			100,000.00	100,000.00					
Mobilization and Demobilization (FEMA 256)	1	LS			28,750.00	28,750.00			80,000.00	80,000.00					
Overhead Including Insurance Bonds	2	LS	39,000.00	78,000.00	77,500.00	155,000.00			100,000.00	200,000.00					
Overhead Including Insurance Bonds (FEMA 255)	1	LS					163,535.00	163,535.00							
Overhead Including Insurance Bonds (FEMA 256)	1	LS					252,531.00	252,531.00							
GRAND TOTAL				\$942,540.20		\$1,268,625.00		\$1,559,392.55		\$1,586,895.00		\$1,843,333.00			

NOTE:
Contingency Allowance will be used to pay for work authorized by the County and does not guarantee that the full budgeted amount will be spent.
If Changes in Scope of Work occur, unit prices shall govern change in cost to the project.
Estimated prices include mobilization of similar work.
Unit Prices represent installed prices for item.
Bidding Quantity shown is an approximate amount.
Name of Landfill Facility

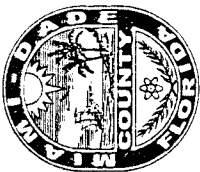


Exhibit "C"

Project No.: CF002180
Project Name: Canal Repair, Restoration and Sediment Handling
Contractor: American Environmental Contractors, Inc.

Change Orders	Time Extension (Calendar Days)	Items Added	Increase / Decrease Amounts	BCC / County Manager Approval Dates / Status
One and Final	0	4	\$725,070.28	In Progress
TOTALS:	0	4	\$725,070.28	

Original Contract Time (Calendar Days): 210
Effective Notice to Proceed Date: December 4, 2002
Original Contract Completion Date: July 2, 2003
Time Extension (Approved Change Orders): N/A
Calendar Days added by Option to Renew: N/A
Revised Completion Date: N/A
Time Extension (This Change Order): N/A
Revised Completion Date (Including this Change Order): N/A

Original Contract Amount:

\$942,540.20

Approved Change Order Amounts:
Adjusted Contract Amount Prior to this Change Order:
Contract Amount Increase/Decrease this Change Order:
Adjusted Contract Amount Including this Change Order:

\$0.00
\$942,540.20
\$725,070.28
\$1,667,610.48

Contract Usage	Original Contract Amount and Approved Change Orders	Total Amount Paid (before Change Order)	Balance before Change Order	This Change Order	Balance after Change Order
Contract Items without Contingency	\$892,540.20	\$889,540.20	\$3,000.00	\$722,070.28	\$725,070.28
Contingency Amount	\$50,000.00	\$53,000.00	(\$3,000.00)	\$3,000.00	\$0.00
Items + Contingency	\$942,540.20	\$942,540.20	\$0.00	\$725,070.28	\$725,070.28

Contingency Usage

Original Contingency	Total Contingency Payments before Change Order	Value of contingency Items being added as new contract pay items in this Change Order	Value to date of contingency items not included in this Change Order through latest payment - Requisition	Contingency Balance after Change Order
\$50,000.00	\$53,000.00	\$3,000.00	\$50,000.00	\$0.00

Work Order Encumbrance

Total Work Orders Issued	Total Amount Encumbered (Includes Revised and Canceled Work Orders)	Completed and Paid	Encumbered Balance	Amount Unencumbered
1	\$942,540.20	\$942,540.20	\$0.00	\$0.00

Note: This data corresponds to the latest payment requisition.
Req.: No. 4, 08/08/03

MIAMI-DADE COUNTY
CHANGE ORDER TO ORIGINAL CONTRACT
SUPPLEMENT

ESTIMATE OF COST TO ACCOMPANY CHANGE ORDER NO.:

One and Final

DATE: October 6, 2003

Project No.: C02-DERM-EEC

Project Title: Canal Repair, Restoration and Sediment Handling

CONTRACTOR: American Environmental Contractors, Inc.

ADDITIONAL ITEMS ADDED TO CONTRACT WITH UNIT PRICES

ITEM NO	ITEM	UNIT	UNIT PRICE	CONTRACT WORK		ADDITIONAL WORK	
				Quantity	Amount	Quantity	Amount
1	Dredging Sediment	C.Y.	\$ 35.00	9,657.00	\$ 337,995.00	4,124.60	\$ 144,361.00
2	Maintenance of Traffic	L.S.	\$ 8,000.00	2.00	\$ 16,000.00	-	\$ -
3	Cutting, Chipping, & Clearing of Overhanging Vegetation	Hour	\$ 500.00	30.00	\$ 15,000.00	60.00	\$ 30,000.00
4	Transport Wet Sediment From FEMA Site to On-site Staging Area	C.Y.	\$ 3.00	9,657.00	\$ 28,971.00	(5,465.00)	\$ (16,395.00)
5	Manage On-Site Staging Area	L.S.	\$ 12,000.00	1.00	\$ 12,000.00	-	\$ -
6	Transportation and Disposal of Dry Sediment from On-site Staging Area to Landfill Facility	Ton	\$ 4.70	6,036.00	\$ 28,369.20	11,191.00	\$ 52,597.70
7	Tipping Fee to Dispose Dry Sediment from On-Site Staging Area to Landfill Facility	Ton	\$ 30.00	6,036.00	\$ 181,080.00	11,191.00	\$ 335,730.00
8	Transportation and Disposal of Non-Soil Type Material from On-site Staging Area to Landfill Facility	Ton	\$ 100.00	200.00	\$ 20,000.00	111.74	\$ 11,174.00
9	Tipping Fee to Dispose Non-soil Type Material to Landfill Facility	Ton	\$ 100.00	200.00	\$ 20,000.00	111.74	\$ 11,174.00
	Type I Bank Restoration					-	
10a	Sodding	S.Y.	\$ 25.00	1,000.00	\$ 25,000.00	44.53	\$ 1,113.25
10b	Compacted Topsoil	C.Y.	\$ 150.00	93.00	\$ 13,950.00	(93.00)	\$ (13,950.00)
	Type II Bank Restoration					-	
11a	Sodding	S.Y.	\$ 25.00	100.00	\$ 2,500.00	422.26	\$ 10,556.50
11b	Remove Overburden Material, Replace with Compacted Topsoil	C.Y.	\$ 150.00	60.00	\$ 9,000.00	(60.00)	\$ (9,000.00)
	Type III Bank Restoration						
12a	Sodding	S.Y.	\$ 25.00	1,489.00	\$ 37,225.00	(444.47)	\$ (11,111.75)
12b	Backfill and Furnish with Riprap Type I Material	C.Y.	\$ 86.88	385.00	\$ 33,450.00	(385.00)	\$ (33,450.00)
13	Turbidity Curtains Including Maintenance and Removal	L.F.	\$ 10.00	400.00	\$ 4,000.00	-	\$ -
14	Construction and Restoration of On-Site Staging Area	L.S.	\$ -	0.00	\$ -	-	\$ -
15	Contingency Allowance	L.S.	\$ 25,000.00	2.00	\$ 50,000.00	(2.00)	\$ (50,000.00)
16	Mobilization and Demobilization	L.S.	\$ 15,000.00	2.00	\$ 30,000.00	-	\$ -
17	Overhead Including Insurance and Bonds	L.S.	\$ 39,000.00	2.00	\$ 78,000.00	1.10	\$ 42,900.00
	Extra Work						
18	Tree Removal Operation On the East Side of Canal	L.S.	\$ 53,000.00	0.00	\$ -	1.00	\$ 53,000.00
19	Removal of Floating Vegetation	L.S.	\$ 18,963.50	0.00	\$ -	1.00	\$ 18,963.50
20	Required Night Work at Miami Springs Country Club	L.S.	\$ 13,735.94	0.00	\$ -	2.00	\$ 27,471.88
21	Backfill and Furnish with Riprap Type I Material	Ton	\$ 120.00	0.00	\$ -	999.46	\$ 119,935.20
						SUBTOTAL	\$ 725,070.28

Prepared by: Frank Crespo

Checked by: Dorian K. Valdes, P.E.

105.01-15 METRO-DADE/GSA-MAT.MGT. NOTE: Prepare in sets - 6 pages - Retain Gold copy.